

ISLAND NETWORK
A Division of Orcas Power & Light Cooperative

MEMBER POLICY 2 – SERVICE CONDITIONS
First Revision – Replacing Original

2.1 APPLICATION FOR SERVICE

Each member requesting service shall sign OPALCO's standard *Membership Application* form and may be required to fill out an *Application for New Fiber Optic Service*. In the absence of an application for service, the delivery or termination of service by Island Network and its acceptance by the member shall be deemed to constitute an agreement to and acceptance of Island Network's member policies. Owners of the property desiring new service, or the alteration of existing service are required to pay 100% of the actual costs associated with the work involved. Prior to OPALCO granting the property owner new or altered service, OPALCO shall determine what property easements are required to accommodate the property owners request to insure that existing facilities have adequate easements. Failure to provide OPALCO with adequate easements to maintain new or existing facilities will result in denial of membership.

All contribution in aid of construction (CIAC) estimates are given in good faith and are made with the information available to OPALCO at the time, and with information supplied by the member or owner. OPALCO has the right to re-issue a contribution in aid of construction estimate if/when more accurate information becomes available. The member or owner is always legally responsible for the actual cost (s) of providing new fiber service(s). When work is complete, any difference in the paid CIAC to actual project costs resulting in \$250 or more will be adjusted in an as-build re-bill or refund.

The Contribution In Aid of Construction (CIAC) includes the *estimated* costs for OPALCO to provide and install the fiber facilities. Full payment of the estimated CIAC initiates a work order or service order to formalize design and begin construction. Member should expect a *minimum* of two weeks, from OPALCO's receipt of payment, for any material delivery or construction activity to begin.

2.1.1 Required Information

Island Network/OPALCO must obtain information including:

- 2.1.1.1 Name or names of applicants
- 2.1.1.2 Tax parcel number
- 2.1.1.3 Business Name
- 2.1.1.4 Service address
- 2.1.1.5 Local contact name, title, home/work/cell telephone numbers, and e-mail address
- 2.1.1.6 Billing address
- 2.1.1.7 Date service is desired

2.1.1.8 Property Owner(s)

2.1.1.9 Telecommunications Service Provider

2.1.2 Proof of Identity

Each applicant for service will be required to present sufficient proof of identity to allow Island Network/OPALCO to determine the identity of the person.

2.1.3 Signature

Signature is required of sole proprietor or spouse, partner, corporate officer, or limited liability member/manager, declaring that the signature is that of the authorized representative of the firm making the application.

2.1.4 Right to Refuse Service

Island Network/OPALCO may refuse to provide service to any member not providing the information required by this section or agreeing to grant easement(s). The right to refuse service under this section does not limit Island Network/OPALCO's right or authority to refuse service or terminate service on any other basis set forth in this policy. The member may be required to certify the accuracy and correctness of information provided.

2.1.5 New Member Information

Island Network/OPALCO shall furnish all new members with the following information:

2.1.5.1 Copy of signed membership application.

2.1.5.2 Orcas Power & Light Cooperative Bylaws.

2.1.5.3 Copy of rate tariffs under which our member is to be served.

2.2 CONTRACTS OR WRITTEN AGREEMENTS

Island Network/OPALCO may require a member, as a condition of service, to sign a contract or agreement acknowledging additional conditions of service. Island Network/OPALCO may also require a contract as a condition of providing specific services. These contracts or agreements will normally remain with the property served and will be recorded with the San Juan County Auditor's office. As such, they shall transfer to any successor property owner.

2.3 MINIMUM TERM OF SERVICE

Unless otherwise provided in a specific contract for service, the minimum term for which service will be rendered is one month of thirty (30) days.

2.4 FEES

2.4.1 Membership Fee

All applicants for service will be required to become a member of Orcas Power & Light Cooperative (see Schedule of Deposits and Charges in the OPALCO tariff book.)

2.4.2 Minimum Monthly Charge

The minimum monthly charge is based on the applicable access charge rate established in Island Network's tariff, prorated if service is provided for less than a full month.

2.4.3 Cost Based System

A surcharge or credit may be applied to the access charge under the tariff to reflect an increase or decrease in the cost of delivery. The surcharge or credit will be determined by OPALCO management.

2.4.4 Configuration Fee

A non-recurring configuration fee must be paid prior to connection.

2.5 EASEMENTS

The member shall execute an easement in a form determined by Island Network/OPALCO, providing a suitable right-of-way for Island Network's fiber distribution lines and or facilities crossing member's property to furnish the member with fiber optic service and/or fiber optic facilities along the property line to serve other members.

2.6 ACCESS

2.6.1 Access to Premises

Any properly identified employee or agent of Island Network and/or OPALCO shall have access to the premises of the member at all reasonable times for the purpose of fiber optic right-of-way maintenance; testing and/or inspecting fiber optic service equipment; and or repairing, removing or exchanging any or all equipment belonging to Island Network. Fiber optic service and facility locations shall be kept free of brush or other obstructions by the member at all times. Locked gates and barricades shall have an Island Network and/or OPALCO lock in addition to the member's lock so that the gate or barricade can be opened by Island Network and/or OPALCO.

2.6.2 Accessibility to Island Network Facilities

Island Network and/or OPALCO shall determine the location of all facilities owned by Island Network including end premise device locations. Fiber optic facilities shall be located in an area accessible to Island Network and/or OPALCO employees. Access must not require opening a door, lock, etc. The area containing the fiber optic service facility must have at least one open wall. Island Network and/or OPALCO employees shall have access to member's fiber optic service facility at all times. The member is responsible for providing a clear pathway from the street or alley to the facility. If the member fails to provide a clear pathway to the facility, Island Network and/or OPALCO may clear the area with the cost of such clearing to be paid by the member.

2.7 ESTABLISHMENT OF CREDIT

Each member will be required to establish and maintain credit satisfactory to Island Network/OPALCO as a condition of receiving service.


2.8 PROTECTION OF ISLAND NETWORK PROPERTY

The member shall be responsible for the safekeeping of Island Network's property on their premises and shall take all reasonable precaution against unlawful interference with Island Network's property.

2.9 TAMPERING WITH ISLAND NETWORK'S PROPERTY

In order to protect its equipment and service, Island Network/OPALCO may seal the service switch and/or other devices or enclosures on the member's premises to prevent access by unauthorized persons. The member shall not in any way interfere with or alter the seals or other property used in connection with rendering fiber optic service, or allow same to be done by persons other than the authorized agents or employees of Island Network. Damage to or loss of this any Island Network property shall be paid for by the member. Damage to or removal of Island Network's seals or other property may be considered sufficient reason for discontinuance of service to a member until Island Network has received satisfactory assurance that its equipment will be free from future interference and until all damages, fines and bills for fiber optic service have been paid.

February 15, 2007
Policy Approval Date


Randy Cornelius, General Manager